

LS 6-1107a

OGC HAS REVIEWED.

22 May 1956

MEMORANDUM FOR: Comptroller

ATTENTION: Chief, Payroll & Travel Branch, Finance Division

SUBJECT: Home Service Transfer Allowance for [REDACTED]

REFERENCE: Memorandum to OGC from Payroll & Travel Branch,
dtd 17 May 1956, same subject.

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1. In your memorandum you raise the question whether [REDACTED] is entitled to the temporary lodging portion of the home service transfer allowance under the following factual circumstances. When he arrived in Washington from his overseas station, [REDACTED] rented house A at a daily rental of \$3.00. At the same time, he entered into a contract to purchase house B at a cost of \$18,600.00. House A and house B were owned by the same person. House B was to be made available for occupancy on a specified date. It was not ready, as a consequence of which the original purchase contract was rescinded. Subsequently, he entered into a new purchase contract for house B, agreeing to pay \$18,337.50 "to cover both the rent due (on house A) and the cost of the house".

2. In your memorandum you state: "No unusual expenses were incurred by [REDACTED] in that the accrued rent was considered in the renegotiated contract price of \$18,337.50, which price therefore became the cost of the home." Although the final figure which [REDACTED] agreed to pay included the rent which he owed to the owner of the two houses, there is no evidence that the accrued rent was "considered" in the renegotiation. [REDACTED] has certified in his memorandum that the reduction in purchase price was because of the delay in occupancy date. No evidence is offered in contradiction of his statement. It seems fair to assume that the owner of the two houses expected some reimbursement for the period during which [REDACTED] was occupying house A. It seems fair to conclude then that had [REDACTED] never occupied house A the renegotiated price of house B would have been less than the figure actually agreed upon.

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3. Under these circumstances, it seems to this Office that [REDACTED] has incurred "unusual expenses" to the same degree as would be true of any other employee returning to Washington to whom this allowance might be granted. It is our opinion that [REDACTED], if otherwise entitled to the allowance claimed, is not precluded from receiving it by the facts cited.

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[REDACTED]
Assistant General Counsel

OGC/RPB:mks

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